

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

REQUEST FOR PROPOSAL NO: RDR0005 COMMODITY/SERVICE DESCRIPTION: RECYCLING SERVICES

DATE ISSUED: NOVEMBER 16, 2009

REQUISITION NO.: 09091400778

COMMODITY CODE: 92677

PRE-PROPOSAL CONFERENCE TIME AND DATE: DECEMBER 4, 2009; 10:00 AM

LOCATION: CITY HALL, COUNCIL CHAMBERS
301 W. 2ND STREET, ROOM 1001
AUSTIN, TX 78701

OR

LIVE WEBCAST @ <http://www.ci.austin.tx.us/webcast.htm>

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: JANUARY 5, 2010; 12:30 PM

COMPLIANCE PLAN DUE PRIOR TO: N/A

ROY RIVERS

BID OPENING TIME AND DATE: JANUARY 5, 2010; 12:30 PM

Buyer II

Phone: (512) 974-2596

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this RFP are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City RFP. Prime Contractors are responsible for ensuring that their Subcontractors are registered.

Registration can be done through the City's on-line vendor registration system. Log onto

<https://www.cityofaustin.org/purchase> and follow the directions.

**CONTRACTORS PROPOSAL PROVIDES FOR THE FOLLOWING SELECTED SERVICE TYPE
(CHECK ONE)**

☐ PARTNERSHIP (Public/Private) SERVICE SOLUTION

☐ PRIVATE SERVICE SOLUTION

**SUBMIT 1 BOUND SIGNED ORIGINAL PROPOSAL;
9 BOUND COPIES AND 2 CD's OF YOUR COMPANY'S RESPONSE**

RFP TO:

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

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All other Sections may be viewed at: <http://www.ci.austin.tx.us/purchase> by clicking the link to "Search for Solicitations", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet
- Section 0600 Proposal
- Section 0700 Reference Sheet
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Statement of Utilization
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 180 calendar days (90)days unless a different period is inserted) after the Due Date, to fully comply in strict accordance with the RFP, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this RFP by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the RFP number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the RFP, telegraphic or facsimile Offers will not be accepted.

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The following Supplemental Purchasing Provisions apply to this Request for Proposal (RFP):

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by **5:00 PM C.D.T. on November 30, 2009**. Questions may be submitted via fax to 512-974-2388 or via email to roy.rivers@ci.austin.tx.us.

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids/Quotes will be considered.

3. **INSURANCE** Insurance is required for this RFP.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the RFP number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Roy Rivers, RFP No. RDR0005
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are

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\$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$5,000,000 for coverage's A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability with a minimum limit per occurrence of \$5,000,000 shall provide coverage for the period of time as outlined by the Texas Statute of Limitations
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Hazardous Materials/Environmental Impairment Liability Insurance. The contractor shall provide coverage with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

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With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

- (1) The policy shall include these provisions:
 - (a) The City of Austin listed as an additional insured
 - (b) Waiver of Subrogation in favor of the City of Austin
- v. Property and boiler & machinery coverage including, but not limited to, fire, wind, hail, theft, flood, vandalism and malicious mischief for all real and personal property. The limit of liability shall be written at 100% replacement cost. If applicable the City shall be added as a mortgage/loss payee as their interest may appear.
- vi. Time Element Insurance. If the contractor owns and/or operates the servicing facility, the contractor shall provide time element coverage including but not limited to business interruption. Limits shall be adequate to sustain services for a minimum of nine (9) months.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

4. **BID/PROPOSAL/RESPONSE BOND ("BOND") (Applicable to procurements requiring a Payment and/or Performance Bond.)**

- A. All Offers shall be accompanied by a Bid/Proposal/Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid/Proposal/Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid/Proposal/Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid/Proposal/Response Bond will be returned to the Offeror. The Bid/Proposal/Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

5. **BID/PROPOSAL/RESPONSE GUARANTY (Applicable to procurements that do not require a Payment and/or Performance Bond).**

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- A. All Bids/Proposals/Responses shall be accompanied by a Bid/Proposal/Response guaranty in an amount of \$50,000. The only acceptable Bid/Proposal/Response guaranty will be a Bid/Proposal/Response bond with Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City, a Cashiers check, or a money order.
 - B. The Bid/Proposal/Response guaranty accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required insurance, after which the Bid/Proposal/Response guaranty will be returned to the Offeror. The Bid/Proposal/Response guaranty accompanying the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response guaranties will be returned within a reasonable amount of time necessary to make an award recommendation.
6. **PAYMENT BOND (May also include a Bid/Proposal/Response Bond/Guaranty – see paragraph 5 above)**
- A. If any of the services will be subcontracted to another firm, The Contractor shall provide a Payment Bond in an amount equal to 25% of the Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
 - B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.
7. **PERFORMANCE BOND (Must also include a Bid/Proposal/Response Guaranty/Bond – see paragraph 5 above)**
- A. The Contractor shall provide a Performance Bond in an amount equal to 25% of the annual Contract amount OR \$5,000,000 whichever is greater within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
 - B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

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8. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the RFP, there are no minimum order quantities.

9. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Solid Waste Services
Attn:	SWS Finance
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card or bank draft for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

10. HAZARDOUS MATERIALS

- A. If this RFP involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to RFP's for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors

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are prohibited from making a representation to anyone other than the person designated in the RFP as the contact for questions and comments regarding the RFP.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the RFP, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this RFP to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance **(see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the RFP).**

12. NON-SOLICITATION

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

13. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

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14. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first (12/month) period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index(s) (Table 5 - Producer price indices for the net output of selected industries and their products) Material Recyclers 429930 (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
 - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have (30 calendar days) to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect or negotiate an acceptable increase with the City.
 - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
 - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

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C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same 30 days as City is allowed in para. ii above) to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

15. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Vidal Maldonado

Solid Waste Services

PO Box 1088

Austin, TX 7867

Phone: (512) 974-7687

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
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RECYCLING SERVICES SCOPE OF WORK/SPECIFICATION
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I. INTRODUCTION^{1,2}

The City of Austin Solid Waste Services Department, hereinafter referred to as the City, seeks offers in response to this Request for Proposal (RFP) from entities qualified and experienced in recyclable materials processing and marketing services to accomplish the following: receiving, sorting, processing, storing, marketing, selling, and transporting of recyclable material collected from the City's curbside and office recycling programs. This RFP also includes a data sharing requirement defined in Section III. This RFP specifically excludes collection services.

Proposers responding to this RFP may consider two service solution types: (1) Partnership (Public/Private) Service Solution and/or (2) Private Service Solution. Proposers may submit multiple, alternate responses to each Service Solution type. The Partnership type may include but is not limited to City-owned and Privately-operated or Privately-Owned and Operated on City Land.

The City of Austin is calling upon Proposers to introduce dynamic, creative recycling solutions that contribute towards the City's climate protection plan and zero waste initiative. The City wishes to engage and to encourage innovation and welcomes multiple proposals from Proposers. The Scope of Services outlined in Section 4 of this RFP provides a foundation for the services the City requires in its single-stream recycling program.

At the same time, the City wishes to inspire a pioneering vision. In Section V, Part D, the City lists resources, which can be applied to a public-private partnership solution. The City will consider all eligible, responsive proposals that include, but are not limited to providing land, investing capital, and/or human resources. A public-private partnership would require compliance with all City ordinances, including, but not limited to, living wage, Art in Public Places (AIPP), Minority-Owned and Women-Owned Business Enterprise (M/WBE) Ordinance, and Leadership in Energy and Environmental Design (LEED) requirements. A list of the minimum requirements for a public-private partnership solution can be found in Section V of this RFP.

In addition, this RFP seeks a Proposer who will work collaboratively with the City to improve the efficiency of the City's recycling collection operations, increase the amount of material being diverted from landfills, enhance the overall cost-effectiveness of the City's recycling programs, promote the City's environmental goals, and enhance community awareness of recycling.

The City of Austin will consider all eligible and responsive proposals. The City requests each proposal demonstrates how it effectuates the best value to the City, achieves the City's existing long-term goals, and demonstrates a progressive vision for the City of Austin.

II. BACKGROUND

Solid Waste Services Department (SWS): SWS is responsible for providing weekly collection of garbage, recycling, and yard-trimmings as part of the Pay-As-You-Throw

¹ **Note:** Hyperlinks are provided for the convenience of potential Proposers. The accuracy of the hyperlinks and the information contained in those hyperlinks is not the responsibility of the City of Austin, but is the responsibility of each potential Proposer.

² **Note:** All descriptions of programs and properties in this RFP are for information purposes only and it is the responsibility of each potential Proposer to confirm or verify the descriptions.

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Program (PAYT). In addition to these services, SWS is responsible for the semi-annual collection of large brush and bulky items, street sweeping, dead animal collection, and litter abatement services. The Solid Waste Services Department is funded by monthly fees for the PAYT program and Anti-Litter Fees.

Single-Stream Recycling Program: The City implemented Single-Stream Recycling Collection citywide in October 2008. Participation is voluntary and is available to all residential and commercial customers who subscribe to the City's garbage collection program. Currently, the Single-Stream Recycling Program has 177,170 residential accounts and 543 commercial accounts. Collection is provided by City crews and City-owned and City-operated equipment. The City utilizes 96-gallon carts for both residential and commercial accounts. FY 09/10 tonnage is projected to be approximately 55,000 tons. Approximately 65% of this tonnage is paper, 28% of this tonnage is containers (plastic, steel cans, aluminum, and glass), and the remaining 7% is residuals.

The Single-Stream Recycling Collection program operates on a bi-weekly schedule with every other week being an A-week or a B-week. This means that there are collection routes on a daily basis five (5) days per week including holidays with the exception of Thanksgiving Day, Christmas Day, and New Year's Day when the latter two (2) fall on a weekday. There are eighteen (18) regular daily routes and three (3) specialty routes. Eleven (11) of the regular routes are serviced with automated collection trucks and operate on a ten (10) hour schedule. Seven (7) of the regular routes are serviced with semi-automated collection trucks and operate on an eight (8) hour schedule. Specialty routes operate on an eight (8) hour schedule. The automated trucks and the specialty trucks are **full-eject bodies** and the semi-automated trucks are **tip-to-dump bodies**. The regular routes are currently bringing in two (2) to three (3) loads per day.

III. DEFINITIONS

Colored High Density Polyethylene (CHDPE) shall mean opaque plastic containers labeled with the #2 code.

Customer shall mean any person or entity that collects materials within the City of Austin planning jurisdiction for processing by the SSMRF.

Data Sharing shall mean the collection, analysis and dissemination of information regarding the processing and marketing of recyclable material as defined in this RFP. Specific reporting requirements are defined in this RFP.

Facility shall mean all contiguous land and structures and improvements on the land used for the storage and processing of material collected by the City through the Single-Stream Recycling Program.

Glass Container shall mean glass jars, bottles and containers.

Gross Ton shall mean 2240 pounds.

Low Density Polyethylene (LDPE) shall mean squeezable bottles, such as honey and mustard, with the #4 code.

Metric Ton is a common international measurement equal to 2205 lbs or 1.1 short tons.

Mixed Paper shall mean recovered paper that is not sorted into specific categories including junk mail, magazines, folding boxes (cereal box), aseptic packaging, telephone books,

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wrapping paper and other paperboard products.

Natural High Density Polyethylene (NHDPE) shall mean translucent plastic containers labeled with the #2 code.

Newsprint (ONP) shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in the Austin area.

Old Corrugated Containers (OCC) shall mean corrugated containers having liners of either test liner, jute or kraft.

Paper shall mean paper products such as old newspaper, old magazines, office paper, telephone directories, old corrugated containers, bags, and some paperboard packaging.

Partnership (Public/Private) Service Solution Type shall mean any legal entity and not a government institution ("Proposer") that wishes to partner, share or combine resources with the City of Austin towards the common goal of providing services as defined in this RFP. Partnership solutions may include but are not necessarily limited to City ownership with private operation, privately owned and operated on City land, or any other combination of public/private partnership solutions.

Plastics shall mean plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP, PS and other plastics, codes #1 through #7. Plastics will exclude construction and automobile products.

Polyethylene Terephthalate (PETE) shall mean clear plastic containers labeled with the #1 code. PETE containers are used for soft drinks, water, sports drinks, mouthwash and salad dressing.

Polypropylene (PP) shall mean packaging, film and containers with the #5 code. PP containers include catsup, yogurt, magazine, and medicine containers.

Polystyrene (PS) shall mean clear, hard and brittle plastics with the #6 code and is usually used for plastic cutlery and food containers.

Polyvinyl Chlorine (PVC) shall mean vinyl products with the #3 code and its application can be for pipe fittings, floor tiles, food and non-food packaging.

Private Service Solution Type shall mean any legal entity and not a government institution ("Proposer") that wishes to provide services as defined in this RFP. Proposals for this type shall only include solutions that are privately owned and operated on private land.

Recyclable Materials shall mean material that has been recovered or diverted from the nonhazardous solid waste stream for purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

Recycling shall mean a process by which materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products.

Recycling Processing Facility shall mean a facility where recyclable materials are sorted and processed or prepared for bulk shipment to a manufacturer for use as a raw material.

Refuse Derived Fuel (RDF) shall mean a solid fuel created from the combustible portion of

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the residual waste stream.

Residuals shall mean non-recyclable waste.

SSMRF shall mean Single-Stream Material Recovery Facility.

Short Ton shall mean 2,000 pounds.

Single-Stream Recycling Collection shall mean municipal curbside collection of recycling commodities, where as materials are collected, and combined together/commingled for transportation to the recycling Proposer.

Sorted Office Paper shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.

Texas Commission on Environmental Quality (TCEQ) refers to the environmental regulatory agency for the State of Texas.

Tin, Steel and Bi-Metal cans shall mean tin-coated steel containers, such as cans for food packaging. Containers include food cans, beverage cans, aerosol cans and lids from bottles and jars.

Used Beverage Containers (UBC) shall mean beverage, food and nonfood cans made of aluminum material.

IV. GENERAL SCOPE OF SERVICES AND INFORMATION

Regardless of whether the City chooses to pursue a Partnership (Public/Private) Service Solution or a Private Service Solution, the information in this section includes, but is not limited to, basic operational considerations that must be incorporated into any type of agreement.

A. Services

- i. The Proposer shall perform and/or arrange all tasks pertaining to a single-stream material recovery (SSMRF) facility. These tasks will include, at a minimum, receiving, sorting, processing, storing, marketing, selling, and transporting (if necessary) recyclable materials collected by the City. Additionally, data sharing is required with this scope of services and defined in Section III of this RFP with reporting requirements outlined in Section IV, Part F. These services shall commence concomitant with the executed contract. This RFP specifically excludes collection services.
- ii. The Proposer shall comply with all applicable Texas Commission on Environmental Quality (TCEQ), and other state, local, and federal laws and regulations pertaining to the provision of the services detailed in this RFP. Proposer shall avoid those practices that create a perception of nuisance to citizens such as odors, noise and litter.
- iii. The City strongly encourages Proposers not familiar with the Austin's permitting rules to solicit the services of a local 3rd party permitting consultant.

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B. Transition Plan

- i. The transition plan is required of both Partnership (Public/Private) and Private Service Solution types. Under the Partnership (Public/Private) Service Solution type, the Proposer is responsible for requesting information from the City by the established RFP solicitation questions deadline (November 30, 2009) in order to complete their Proposal(s).
- ii. Proposer must describe in detail, their plan to provide provisional processing and marketing services from date of contract execution to start of permanent processing and marketing operations. In developing the transition plan Proposers should consider that the City strongly seeks to minimize the time to start permanent operations.
- iii. Implementation Schedule: As part of the transition plan the Proposer should describe the business plan solution and include a detailed implementation schedule specifying the milestones and tasks, such as the following:
 - (1) Project management plan;
 - (2) Land acquisition plan;
 - (3) Equipment and facility acquisition plan (operating yard, processing facility(ies), transfer stations, offices, etc.), this may also include any design and construction if required by the proposed solution;
 - (4) Transportation acquisition plan, i.e. implementation of a transfer station;
 - (5) Startup and staffing plan for processing and marketing operations.

C. Recycling Commodities

- i. Under the City's Single-Stream Recycling Program, City Recycling Collection crews collect the recycling commodities below that must be processed, marketed, and sold.
 - (1) **Newsprint:** Also referred to as old newspaper (ONP), shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in Austin area.
 - (2) **Mixed Paper:** Includes magazines, junk mail, paperboard and telephone directories.
 - (3) **Sorted Office Paper:** Shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.
 - (4) **Old Corrugated Containers (OCC):** Includes boxes with unbleached and unwaxed paper with ruffled liners.
 - (5) **Glass:** Includes household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass.

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- (6) **Tin, Steel, and Bi-Metal Containers:** Includes food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel.
 - (7) **Used Aluminum Beverage Cans (UBC):** Consists of household beverage cans made of aluminum.
 - (8) **Plastics:** Includes plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP, PS and other plastics, codes #1 through #7.
- ii. Please note that the City does not require customers to flatten plastic, metal and aluminum containers. In addition, plastic bags, labels, lids, nozzles and metal neck rings may also be present in the recyclable materials delivered to the processing facility.

D. Quantities

- i. Based on the City's collection figures since implementing single-stream recycling, the FY 09/10 projection is approximately 55,000 tons. The FY 09/10 projected tonnage of each commodity collected (including residual material) is listed below in Table 1.

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TABLE 1		
ESTIMATED WASTE CATEGORIZATION		
Recycling Commodity	Estimated Annual Tonnage	Estimated Percentage
Newsprint (ONP)	30,085	54.7%
Old Corrugated Containers (OCC)	5,055	9.19%
Mixed Paper	208	.378%
Sorted Office Paper (SOP)	693	1.26%
Used Aluminum Beverage Cans (UBC)	546	.993%
Tin, Steel, Bi-metal	1,062	1.93%
PETE	1,606	2.92%
NHDPE	462	.84%
CHDPE	655	1.19%
PVC	173	.314%
LDPE	173	.314%
PP	173	.314%
PS	173	.314%
Plastic, Other	173	.314%
Glass, Amber	3,944	7.17%
Glass, Flint	3,944	7.17%
Glass, Green	2,354	4.28%
Residual Material	3,509	6.38%
Total	54,988	100.00 %
Table Notes: 1. The above figures cannot be interpreted as a guarantee of future quantities to be collected by the City. 2. Actual percentage of each commodity will be determined by a waste audit (waste characterization) and shall be conducted by the Proposer, in conjunction with the City, semi-annually. 3. Recyclable material may include incidental amounts of non-recyclable residuals (waste material). 4. Projected percentages derived from dual-stream analysis.		

ii. On a semi-annual basis, the Proposer shall conduct audits to determine the

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contamination rate, estimated tonnages and percentages of each recycling commodity noted in Table 1 for the City's recyclable materials delivered to the processing facility. A representative of the City will be present during the audits. These audits will be performed at no additional charge to the City as part of this contract.

- iii. In addition, the City expects the Proposer to provide feedback as needed to the City regarding contamination including the general types of contamination found and the specific truck numbers in the recyclable materials delivered.
- iv. The City reserves the right to add or delete recycling commodities at any time during the term of this contract and any extensions. Modifications may be made by the City to the recycling program for the purpose of optimizing operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economical reason(s).

E. City Collection Schedule

- i. **Operation Daily Schedule:** The Proposer shall perform the services specified under the contract in a manner that accommodates the City's recycling collection and Holiday Collection schedules. The City's recycling collection program regularly operates Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Additionally, it is not uncommon for collection operations to continue past 6:00 p.m. during the Holiday Season or after other holidays. Hours, days and dates of collection are subject to change and the Proposer is responsible for adapting to any changes to the City's collection schedule.
- ii. **Holiday Collection Schedule:** The City has a Holiday Collection Schedule based on the Holiday Schedule approved by City Council. On certain collection holidays, City crews shall not deliver recyclable materials to the SSMRF. The City will provide the Proposer with an updated Holiday Collection Schedule on an annual basis. Attached is a copy of the current Holiday Collection Schedule (see Attachment C).
- iii. **Make-Up Days:** Collection operations are conducted five days each week. Occasionally, Saturday collection operations will occur to make up for an observed holiday during the week, referred to as a 'slide' schedule. Currently the slide schedule occurs during the week of Thanksgiving, and during the weeks of Christmas and New Year's Day (if Christmas and New Year's Day fall on a weekday).
 - (1) All customers will receive collection services one day later than regularly scheduled. Proposer personnel must be available on Saturday's of the scheduled holiday week.
- iv. **Bad Weather:** If bad weather or natural disasters prevent Solid Waste Services' collection crews from working on their normally scheduled work days (Monday-Friday and Saturdays after certain holidays), the Proposer shall be required to perform the services specified in the contract on whatever days or portion of days Solid Waste Services' collection crews work in order to make up for days or portions of days missed because of bad weather or natural disasters. In the event that Solid Waste Services' collection crews are prevented from starting their work or forced to stop their work before completion on a normally scheduled work day due to Bad Weather or natural disaster, the City shall notify the Proposer of the work stoppage and communicate the City's initial anticipated

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plan to return to a normal work schedule. Any changes to this plan will also be communicated to the Proposer. Once the reason for the work stoppage has passed, the City will notify the Proposer the collection crews are returning to work.

F. Price Schedule/Revenue Sharing

- i. The City requires the Proposer to submit a Pricing Schedule in response to this RFP. Proposer must complete the Pricing Schedule (Reference Attachment A) for the City's consideration.
- ii. The Proposer and the City shall share the revenues from the sale of all Recyclable Materials processed at the facility. The Proposer shall, on a monthly basis, pay an amount to the City based on the formula: [Reference **Attachment A**, and Table 2]

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TABLE 2					
REVENUE SHARING					
Recyclable Commodity	Estimated Annual Tons	Floor Price (\$ per ton)	Percent of Market Price	Processing Fee (\$ per ton)	Payment to CITY Estimated Total
ONP (7/8)	30,085				
OCC (11)	5,055				
Mixed Paper	208				
SOP (37)	693				
Glass, Amber	3,944				
Glass, Flint	3,944				
Glass, Green	2,354				
PETE #1	1,606				
Natural HDPE #2	462				
Colored HDPE #2	655				
PVC #3	173				
LDPE #4	173				
PP #5	173				
PS #6	173				
Plastic, Other #7	173				
UBC	546				
Steel, Tin & Bi-Metals	1,062				
Refuse Derived Fuel (RDF)	3,509				
Residual Material Legally Disposed					
Total	54,988				

OR,

- iii. The Proposer shall provide the City with a market-pricing plan utilizing publications that may be different from what the City has proposed, subject to approval.

G. Payment, Records and Reporting

- i. Proposer shall submit payment/remit invoice for the recyclable commodities received from the City's recycling programs by the last day of the following month based on the tonnage delivered. Payment is due during the next month following the delivery of material for processing.
- ii. The following information shall accompany monthly payments/invoices:

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- (1) Date, truck number, scale ticket number, and net weight for all incoming loads per day;
 - (2) Monthly total tonnage by type of recycling commodity received for processing;
 - (3) Monthly totals of tons of residuals (by weight) processed;
 - (4) Revenue received from the sale of recyclables by commodity by month and Purchasers of Recyclable Materials;
 - (5) Revenue sharing due the City as described in Section IV, Parts G Floor/Escalator Pricing Structure and Part H Price Schedule/Revenue Sharing; Table 2 and Attachment A;
 - (6) Processing payment due the Proposer;
 - (7) Data Sharing as defined in Section III and outlined in Section IV, Part G, of this RFP.
- iii. Proposer must provide adequate detail on cost so that the City may review and approve. The City reserves the right to request and receive additional detail when needed.
- iv. Quarterly and Annual Reporting: As part of the data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's single-stream recycling program and shall be available to the City upon request. Information reporting shall be disseminated by an agreed upon electronic format.
- (1) Monthly reports of the previous month's activities will be due to the City by the last day of each month. Annual reports will be due by October 31st following the City's completed fiscal year (October 1st - September 30th).
 - (2) Data sharing will be provided by a computerized database system that will be capable of providing at a minimum the following information for waste generated within the City of Austin:
 - a. Total Operations by tons diverted, tons of residuals disposed in a TCEQ permitted facility, tons handled and diversion percentage;
 - b. Per Classification of Customer (i.e. residential vs. commercial) within the City of Austin by tons diverted, residual tons disposed in a TCEQ permitted facility, tons handled and diversion percentage and cost per ton disposed;
 - c. Per commodity by cost per ton to divert/recycle, average revenue per ton diverted and total dollars of revenues received;
 - d. Data collected shall also include total dollars dispersed, comparison from quarter to quarter and year to year of tons

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diverted, legally disposed, and handled, and breakdown of expenses to operate facility;

- e. Data collected shall include equipment and fleet with information about quantity, purpose/use, replacement schedule, and fuel type being used.

H. Floor/Escalator Pricing Structure

- i. Unless an alternate pricing structure is proposed and accepted, the contract shall have a floor/escalator pricing structure. This floor/escalator price shall remain fixed regardless of the length of the contract and for any extensions. The escalator price will be a percentage of the published market prices effective on the 10th day of the collection month or actual selling prices, whichever is higher. Unless otherwise indicated, the escalator price will be based upon the following selling prices.
 - (1) Old Newspaper (ONP) - Official Board Markets (OBM) upper price per short ton (2,000 pounds) of newsprint for the Southwest Region or actual selling price, whichever is higher.
 - (2) Mixed Paper - Official Board Markets (OBM) upper price per short ton (2,000 pounds) of mixed papers for the Southwest region or actual selling price, whichever is higher.
 - (3) Sorted Office Paper (SOP) - Official Board Markets (OBM) upper price per short ton (2000 lbs.) of SOP for the Southwest region or actual selling price, whichever is higher.
 - (4) Old Corrugated Containers (OCC) – Official Board Markets (OBM) upper price per short ton (2,000 pounds) of OCC for the Southwest region or actual selling price, whichever is higher.
 - (5) Glass - Official Board Markets (OBM) upper price per short ton (2,000 pounds) for furnace ready glass cullet for the Southwest region or actual selling price, whichever is higher.
 - (6) Used Aluminum Beverage Cans (UBC) - Official Board Markets (OBM) upper price per gross ton (2,240 pounds) of old aluminum sheet and cast for the Southwest region or actual selling price, whichever is higher.
 - (7) Tin, Steel, and Bi-Metal Cans - Official Board Markets (OBM) upper price per gross ton (2,240 pounds) for the Southwest region or actual selling price, whichever is higher.
 - (8) Plastic - Official Board Markets (OBM) upper price per short ton (2,000 pounds) of density separated plastics (codes #1 - #7) for the Southwest region or actual selling price, whichever is higher.
 - (9) Refuse Derived Fuel (RDF) - Actual selling price per Metric Ton based on current market prices for a Truck Load (at least 40,000 lbs.) using the Waste Price Index for RDF (wastepriceindex.net).

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- (10) NOTE: All City residual material that cannot be processed or that is a result from processing must be disposed of in a TCEQ permitted facility by the Proposer at the Proposer's costs.

I. Transportation

- i. If the Proposer incorporates the service of transporting recycling material to a non-local SSMRF for processing as part of a transition plan or long-term solution, the Proposer shall include a local transfer station solution, and shall provide a fixed cost-per-ton rate (see Attachment B) to provide all equipment, fuel, maintenance and manpower to transport material to the nearest SSMRF available. As a reflection of the Austin Climate Protection Plan, the City wishes to minimize the distance materials are transported to attenuate potential environmental impacts.

J. Marketing

- i. The Proposer shall provide copies of current marketing agreements and/or contracts for all materials, for primary and secondary markets for each commodity within 30 days of the execution of a contract. As such agreements change, expire and are renegotiated current and revised copies of all agreements shall be provided to the City.
- ii. The Proposer is responsible for selling all recyclable materials to recycling vendors or manufacturers that reuse materials into other products. The Proposer is expected to disclose all the information pertaining to those companies that buy material.
- iii. It is the sole responsibility of the Proposer to deliver all materials to an end market or intermediate collection center for later delivery to an end market.

K. Loads Rejected

- i. The Proposer shall immediately notify the City's Contract Manager if a load received from one of the City's collection vehicles appears to have a non-recyclable contamination rate higher than 30 percent. The City reserves the right to have a representative inspect the load for contamination. If the City is unable to send a representative to inspect the load, photos shall be provided to the City via email showing overall load, contaminants and truck number of the load within 2 hours of the occurrence.
- ii. If recyclable material is rejected at market due to contamination or not fulfilling current market specifications, then the Proposer will, at its option:
- (1) Bring the material back to the processing facility for reprocessing in which the Proposer will pay for the transportation costs of both sending and returning the material; or
 - (2) Accept a lesser value for the material in which case the Proposer will pay the City the difference in the price of the material as if the material had been sold at the average price of material that was not rejected; or
 - (3) Legally dispose of residual material in an acceptable disposal site

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permitted by the TCEQ at the Proposer's expense and pay the City for the material not recycled as if the material had been sold at the average price of material that was not rejected.

L. Single-Stream Material Recovery Facility (SSMRF)

- i. **Location:** Whether on public or private land, the location of a SSMRF should be as close to the City's collection routes as feasibly possible, with minimal impact to traffic and residential areas. [See Evaluation Criteria in Form 0600 regarding community values.]
- ii. **Facility Capacity:** Based on current operations, projected tonnages, and projected improvements for single-stream collection, any proposed SSMRF must have the capacity to initially process a minimum of 212 tons of single stream material per day with a recovery rate of 95 percent or better (excluding contaminants). The facility's capacity will need to be expanded during the term of the contract to meet the City's increased recycling tonnage delivered. No amount of tonnage is guaranteed by the City.
- iii. **Applicable Laws and Regulations:** Any proposed SSMRF and subsequent operations must be in compliance with all applicable Texas Commission on Environmental Quality (TCEQ), and other state, local and federal laws and regulations.
- iv. **Reserve Storage Capacity:** Proposer must provide reserve storage capacity of at least five (5) days of delivered material in the event of an equipment breakdown or routine maintenance. Any alternate facility used for reserve storage capacity must be as close to the City's collection routes as feasibly possible, with minimal impact to traffic and residential areas.
- v. **Unloading Site:** Any proposed SSMRF, or transfer station, must have an unloading site that will initially accommodate twenty-five (25) City recycling vehicles daily making an average of two (2) loads per day (50 loads total) and have the ability to expand to meet the City's single-stream recycling growth over the term of the contract. The SSMRF, or transfer station, must accommodate the unloading of a minimum of two (2) City vehicles at the same time. The minimum clearances to accommodate existing City recycling vehicles are as follows: 26 feet in height for unloading, 16 feet in width for door entry and exit, and 18 feet in height for entry and exit of vehicles. The tipping floor capacity must be sufficient to accommodate all material unloaded from all City recycling trucks on a daily basis.
- vi. **Unloading time:** In any proposed SSMRF, or transfer station, truck turnaround time must not exceed 15 minutes after the initial weigh-in, barring any unique, infrequent circumstances beyond the control of facility operations. City vehicles shall have unloading priority in any executed agreement.

V. PARTNERSHIP (PUBLIC/PRIVATE) SERVICE OPTION

- A. The following minimum requirements shall only apply to Partnership (Public/Private) Service Solution type Proposals and are in addition to the requirements in section IV – General Scope of Services and Information. Proposers are encouraged to exceed these requirements where feasible to enhance the overall cost-effectiveness of the City's recycling programs, promote the City's environmental goals, and enhance community awareness of recycling. This section provides requirements for the

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recyclable materials processing and marketing services where applicable. Regardless of the type of public/private partnership proposed, requirements set forth in this section must be satisfied. The City will accept and review all eligible and responsive Proposals that offer a public/private partnership solution. However, the City reserves the right to pursue any solution it deems to be in the best interest of the City and the customers it serves.

B. Site Locations Available:

The City is proposing as options for the Proposer to include in their Proposal use of the City's 39.6 acre parcel of land co-located at the FM 812 Landfill site located at the intersection of FM 812 and FM 973, and/ or the City's transfer facility located at 3810 Todd Lane. If ground leases using these sites are identified as the Proposer's site for locating a facility, a ground lease will be negotiated with the successful Proposer and will specify the conditions of the successful Proposer's use of the site. If the FM 812 site or the Todd Lane site is not used, the facility should be located within a similar distance to Austin City Hall to minimize the impact on the City's recycling operation. The FM 812 site is approximately 10 miles from City Hall. For further details on the FM 812 site see **Attachment E**.

C. SSMRF Requirements:

- i. The building should be a vendor designed rigid frame and braced frame structure with a high performance finish coating system. The tipping floor should allow vehicles to fully back into the building to tip when the tipping floor is at capacity, which reduces windblown litter. A portion of the tipping floor should have hardened floor topping for wear resistance. Restrooms and break area should be included within building floor plan to allow for brief breaks by personnel on sorting platforms.
- ii. If using the FM 812 Landfill site, occupied areas should have barriers and monitoring devices to prevent and detect landfill gas migration from closed portions of landfill. Shipping area should include a shipping supervisor office and a driver break area.
- iii. Building appearance and aesthetics will be improved beyond metal siding through use of brick, stone, or other similar material in select locations. Skylights and translucent side panels should be used to increase natural lighting. Whole building HVAC is not required. However, each sorting station on the sort platform will have drop-downs for heating to provide individual thermal comfort.
- iv. There should be an elevated and enclosed viewing platform to provide a safe environment for educational tours of the facility and its operations.

D. Minimum Processing Equipment Requirements: The processing equipment should be able to process the recyclable stream as defined in Section IV – General Scope of Services and Information, and provide for:

- i. Secondary glass processing equipment should further process pulverized glass from the single-stream system. The secondary glass processing equipment would further reduce the size of the glass cullet, clean the glass, and sort it by size. The finished material would be marketed as sand blast media or for other suitable uses.

E. Additional Requirements:

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- i. The Proposer shall include individual(s) with experience in sustainable design that are capable of designing and managing the project during construction to provide a facility that meets the requirements of the Council Resolutions 20071129-045 & 20071129-046. The City has established a process for implementation of sustainable principles in design and construction of buildings and site development projects. The resolutions can be downloaded from the City's website by accessing the following:
 - (1) [20071129-045,Resolution
http://www.cityofaustin.org/edims/document.cfm?id=110795](http://www.cityofaustin.org/edims/document.cfm?id=110795)
 - (2) [20071129-046,Resolution
http://www.cityofaustin.org/edims/document.cfm?id=110796](http://www.cityofaustin.org/edims/document.cfm?id=110796)
- ii. The Proposer shall provide Texas Department of Agriculture certified truck scales for determining the quantity of all delivered and sold recyclable materials.
- iii. If a SSMRF is constructed, the Proposer shall reserve two percent of the construction budget to be allocated to the City's Art in Public Places (AIPP) program. The costs associated with demolition, equipment, permitting fees, and real property is excluded.
- iv. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish:
 - (1) Living Wage: Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for all Contractor employee assigned to this City Contract, unless Published Wage Rates are included in this RFP.
 - (2) Employee Benefits: Employees must be offered affordable health care protection with optional family coverage.

VI. PRIVATE SERVICE SOLUTION OPTION

- A. In addition to the various public/private partnership options, the City will accept and review proposals that offer a private option associated with a Processing Services Agreement (PSA). If this option is pursued, the Proposer shall be responsible for:
 - i. Providing or acquiring the land at Proposer's expense;
 - ii. Making ALL capital investments; and
 - iii. Employing, training and supervising all personnel necessary to provide the services required by the City as outlined in this RFP.
- B. As previously stated, the City reserves the right to pursue any option it deems to be in the best interest of the City and the community it serves.

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1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Service of this request for proposal and your system solution. Provide all details as required in the Scope of Service and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Service and your plan for accomplishment. Specifically indicate:
 - i. **Development Plan**: Proposers must provide a proposed design and construction timetable, including timelines showing all approvals required from other entities involved in the SSMRF project. The City contemplates the public display of all or a portion of the development plan from Proposers that meet the minimum requirements for consideration. Property and structure must meet or exceed site development standards of the City of Austin, including impervious coverage limitations.
 - ii. **Operational plan**: The plan shall include a statement of the work to be accomplished, how you propose to accomplish and perform each specific service and unique problems that you perceived and their solutions. The plan should also include the following information:
 - (1) **Processing Technology**: Should include equipment used to separate the incoming material, to improve the quality of marketable products and to minimize the amount of residuals. (Examples: Eddy current aluminum separator, optical scanners, multiple separation screens, balers, glass crushers, etc.)
 - (2) **Marketing Plan for Recycling Commodities**: This plan shall include a list of designated end users and/ or Brokers for each recyclable commodity. (Note: Proprietary information shall be listed as such.)
 - (3) **Proposed Facility Capacity**: Capacity for processing daily tonnage including throughput per hour, volume for storage and sorting, hours of operation and square footage of recycling facility.
 - (4) **Location of Proposed Facility**: Proposer shall include the physical address of proposed facility and describe accessibility to highways and railways.
 - (5) **Diagram of Proposed Facility**: Proposer shall include directional flow of traffic, scales, tipping floor, etc.

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- (6) **Unloading Site and Scale-house Description:** Proposer shall include interior height, ingress and egress pathways and dimensions of vehicle access points.
 - (7) **Transition Plan:** Provide the timeline in which single-stream recycle processing services will be available. Single-Stream processing services shall commence with the execution of the contract. If the Proposer uses subcontractors, those subcontractors shall be named in the operating plan of this document, and in all pertinent areas of the RFP. All subcontractors shall adhere to the provisions of this RFP. See section 0500.IV.B for plan requirements.
 - (8) Staffing Plan for the Proposed Facility.
 - (9) Provide explanation of Proposer's record keeping and reporting system and how Proposer will accomplish the reporting requirements set forth in this RFP and Scope of Services.
- iii. **Sustainability Plan:** Recognizing the City's goals to achieve Zero Waste by 2040 and Carbon Neutrality by 2020, the plan shall include a statement of the sustainability goals to be accomplished, how you propose to accomplish these goals, what measures will be used to determine if these efforts are achieved, and how you plan to share this information with the public. The Proposer is strongly encouraged to utilize the City's sustainability goals as guidance in developing and articulating its goals. The plan should also include the following information:
- (1) Waste:
 - a. Proposer should describe how it will minimize contamination of recyclable materials (and therefore minimize the amount of waste sent to the landfill) and maximize the value of the recycled materials.
 - b. Proposer should describe its experience and proposal specific approach in providing cost-effective processing and marketing of recyclable materials with demonstrated success in attaining highest and best uses for such materials.
 - c. Proposer should describe its experience and proposal specific approach in promoting the development and growth of local markets for recycled materials.
 - d. Proposer should describe its experience and proposal specific approach in implementing internal waste reduction, reuse, and recycling strategies for products and materials that are utilized by staff to operate the facility.
 - e. Proposer should describe its experience, interest in designing, constructing, and operating composting facilities.
 - f. Proposer should demonstrate its ability and proposal specific approach to expand the site to serve as a sorting and/or transfer facility for other non-traditional materials including, but not limited to, landscaping debris, food scraps, and construction and demolition debris.
 - (2) Transportation/Equipment:

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- a. Proposer should describe its experience and proposal specific approach in designing, constructing, and operating similar facilities to minimize the environmental impact of the transport of materials and individuals to/from the facility.
 - b. Proposer should describe its experience and proposal specific approach in acquiring and using alternative fuels to power equipment and/or vehicles, and maintaining equipment/vehicles that operate off of alternative fuels.
- (3) Energy:
 - a. Proposer should describe its experience and proposal specific approach in designing, constructing, and operating similar facilities to minimize energy use.
 - b. Proposer should describe its experience and proposal specific approach in designing, constructing, and operating similar facilities that employ on-site renewable energy.
- (4) Water:
 - a. Proposer should describe its experience and proposal specific approach in designing, constructing, and operating similar facilities to minimize water use.
 - b. Proposer should describe its experience and proposal specific approach in designing, constructing, and operating similar facilities to minimize runoff and protect local water quality.
- (5) Consideration of Existing and Future Environmental Regulations:
 - a. Proposer should demonstrate its knowledge of existing and proposed local, state, and federal environmental regulations and how it would comply/prepare for these regulations during the design, construction, and operation of the facility.
 - b. Proposer must disclose its environmental compliance record and all current permit numbers with the City of Austin, Texas Commission on Environmental Quality, and the U.S. Environmental Protection Agency.
 - c. Proposer must disclose all active permit applications with the City of Austin, Texas Commission on Environmental Quality, and the U.S. Environmental Protection Agency. This applies to both the parent company and the subsidiary.
- (6) Environmental Leadership:
 - a. Proposer should describe its experience designing, constructing, and operating similar facilities that have received an environmental certification or rating (e.g., U.S. Green Building Council's Leadership in Energy and Environmental Design, Austin Energy Green Building, ENERGY STAR®).
 - b. Proposer should describe any corporate sustainability efforts it has undertaken including, but not limited to, the use of post-consumer recycled products and non-toxic cleaning products throughout its operations.
 - c. Proposer should describe its experience designing, constructing,

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and operating green districts, resource recovery parks, and/or eco-industrial parks to promote innovative waste minimization, diversion, and reuse technologies and concepts.

- iv. **Purchase Price:** Each Partnership (Public/ Private) Service Solution proposal must specify the estimated purchase price for any property required as part of proposal.
 - v. **Concessions and Incentives:** To the extent that a Partnership (Public/ Private) Service Solution Proposer is proposing any City concessions or incentives, those proposed concessions and incentives must be specifically and clearly articulated in the proposal.
 - vi. **Compliance Statement:** A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project team leadership and reporting responsibilities, and team interface with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- i. **Development Team Experience:** Each proposal must provide or list relevant experience with respect to the development and operation of other commercial and public recyclable Material Recovery Facility (MRF) Projects, clearly distinguishing the experience of the Proposer (including joint venture partners) from that of consultants and other team members. No more than five examples should be provided. The list shall also include:
 - (1) Written documentation verifying the Proposer years of experience successfully operating a dual or single stream recycling materials recovery facility.
 - (2) A list of at least three names, addresses, and telephone numbers of public entities that can provide references documenting the Proposer's history of meeting performance and financial obligations for the recovery and sale of single stream recyclable materials.
 - (3) A list of support personnel and professional qualifications for staff involved in Proposer's proposal.
 - ii. **For each MRF Project identified:** Proposer must provide at least the following information:
 - (1) Identification: Statement of the project name and type.
 - (2) Developer: Identification of the developer and an explanation, if different from the identity of the Proposer for the MRF Project.

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- (3) Location: Identification of the location, including address and photographs of the Project.
- (4) Size and Uses: Description of the size and mix of uses.
- (5) References: Identification of two references with contact names and telephone numbers.
- (6) Development Time Line: Submission of the development timeline from selection of the Proposer to completion of construction.
- (7) Development Cost: Description of the development cost including a brief explanation of the approach used to finance the project, including identification of the financing sources.
- (8) Public Involvement: Description of the public involvement, if any, including the role of the development entity, involvement of the public sector and unique challenges of the project.
- (9) Public Entity Contact Information: Identification of involved public entities, including references and contact information.

iii. Safety Management Practices:

- (1) Does the proposer have a written Safety & Health Policy?
 - a. Please provide a copy. If "No," please explain.
- (2) Does the proposer have a written Accident Prevention Plan, Loss Prevention Plan, Safety Management System or other Safety and Health Management Tools?
 - a. Please provide a copy. If "No," please explain.
- (3) Does the proposer have a written site specific Operations Safety Plan for a Material Recovery Facility comparable to that described in this RFP?
 - a. Please provide a copy. If "No," please explain.
- (4) Does the proposer conduct Job Hazard/Safety Assessments (JHA/JSAs) for tasks involved with the operation of a Material Recovery Facility comparable to that described in this RFP?
 - a. Please provide examples (3 minimum) of JHA/JSAs conducted for different operations performed within the representative facility. If No," please explain.
- (5) Does the proposer:
 - a. Employ a full time safety staff?
 - i. How many?
 - ii. List job titles or descriptions and number of employees in each.
 - b. Employ safety consultants or a consulting firm on an as needed

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basis?

- (6) During the last five (5) years (2004 – 2008):
 - a. How many times did a consultant/firm provide services to your organization?
 - b. List the service(s) provided by the consultant/firm.
 - c. How many hours per year were provided by the consultant/firm?
 - (7) Does the proposer have any current, pending or unresolved litigation, citations, notices of violation, claims or other actions against the proposer related to workplace fatalities, injuries, illnesses, or other workplace safety issues? If “YES,” please explain. Attach extra pages as necessary.
 - (8) Proposer shall provide all safety information requested in **Attachment D**.
- F. **Part VI – Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to RFP’s for goods and/or services exceeding \$5,000. During the No-Contact Period, Proposers or potential Proposers are prohibited from making a representation to anyone other than the person designated in the RFP as the contact for questions and comments regarding the RFP.
 - ii. If during the No-Contact Period a Proposer makes a representation to anyone other than the Authorized Contact Person for the RFP, the Proposer’s Offer is disqualified from further consideration except as permitted in the Ordinance.
 - iii. The City requires Proposers submitting Offers on this RFP to provide a signed affidavit certifying that the Proposer has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (see section 0815).
- H. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in

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your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- K. **Part XI - Cost Proposal:** Information described in the following subsections is required from each Proposer and for each Proposal. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

- i. Designation of structure of proposal:
 - (1) Private Service Solution
 - (2) Partnership (Public/Private) Service Solution
- ii. Designate extent of City of Austin participation, including amount and timelines of participation over the term of the proposal.
- iii. Proposer shall provide all pricing information requested in **Attachment A and B** where applicable.

2. **EXCEPTIONS**

Proposer acknowledges that exceptions to any portion of this Solicitation including terms and conditions may jeopardize acceptance of the Proposal. The proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

3. **PROPOSAL PREPARATION COSTS**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Proposer. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms. All responsive proposals will be evaluated and short-listed by applicable Service Solution type.

B. **Evaluation Factors:**

- i. Evaluation Matrix, Maximum 100 points.
 - (1) Community Values. Maximum 25 points.
 - (2) Total Evaluated Cost. Maximum 15 points.

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- (3) Demonstrated Applicable Experience and Personnel Qualifications. Maximum 15 points.
 - (4) Implementation Schedule. Maximum 15 points.
 - (5) Operations, Equipment and Facility. Maximum 15 points.
 - (6) Financial Capability and Capacity. Maximum 15 points.
- ii. Interviews of short-listed Proposers. Maximum 20 points.
 - iii. Presentation of second round of short-listed Proposals to Council. Maximum 8 points.

The following provide an overview of the evaluation factors.

(1) Community Values – 25 Points

This evaluation category shall verify Proposers competency for socially responsible corporate governance and sustainability programs in the communities they serve. These values are held in high esteem by the Austin community and therefore carry the highest point consideration. Proposers are strongly encouraged to comply with or exceed these requirements.

Social Responsibility: Proposers shall demonstrate all management policies and procedures related to the proposed services including, living wages, equal employment opportunities, employee and public safety, creation of local markets for recyclable material, good neighbor policies, compliance with City Code Chapters 2-9A and 2-9B, as amended, the Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program to promote MBE and WBE participation encourage Proposers to provide opportunities to certified MBEs and WBEs for subcontracts or related contracts, and a commitment to improving the quality of living in the Austin metropolitan area. Each proposal shall further include an economic impact and financial analysis that shows how the proposal will positively impact the local Austin economy. Proposers may further document other areas of social responsibility that were not specifically mentioned in this RFP but are part of the Proposers policies.

Sustainability Program: Proposers shall demonstrate in its Sustainability Plan all environmental management policies and procedures related to the proposed services including the use of alternative fuel vehicles, use of recycled products, especially products with post-consumer recycled content, throughout its operations, internal waste reduction and reuse protocol, water and resource conservation activities within facilities (design, construction and operation), complying or exceeding local development codes, protection of waterways, future expansion capabilities for handling non-traditional materials such as organics and construction demolition debris, and use of non-toxic products when possible.

Further consideration will be made for the Proposers' voluntary commitment to adhere to or exceed City Council resolutions and policies related to sustainability, including but not limited to setting goals and demonstrating an effort to achieve Zero Waste by 2040 and Carbon Neutrality by 2020.

(2) Total Evaluated Cost – 15 Points

The cost evaluation is intended to provide an equitable basis for cost comparison

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between proposals and an evaluation of the effect of those costs on customer rates. All cost information to be used in this evaluation will be as stated in the proposal. The proposals will be reviewed to verify that the proposed costs are consistent with the activities described in the proposal and the Proposer's work plans.

(3) Demonstrated Applicable Experience and Personnel Qualifications – 15 Points

The experience of each Proposer will be evaluated to determine the relative ability of each Proposer to implement the service requirements described in this RFP and to attain the City objectives for Single Stream Recycling. Experience evaluation factors and areas of experience to be considered will include without limitation. For all solution types:

- Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls;
- Previous experience providing single-stream material recovery services to cities of similar size;
- Previous experience in successfully designing and implementing transition plans, relevant to this RFP;
- Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis and reporting;
- Cost-effective processing and marketing of recyclable materials with demonstrated success in attaining highest and best uses for such materials including hard to market materials and local sales.
- References; and
- Litigation history: Provide a description of any pending or past legal action against Proposer, its principals and associates within the last five years including, but not limited to, legal action resulting from charges of financial misconduct or impropriety against the Proposer, its principals or associates. Additionally, provide a description of all notices of termination and claims of damage received on all projects within the last five years. Describe all claims on performance and payment bonds received by Proposer, its principals and associates within the last five years.

(4) Implementation Schedule – 15 Points

The implementation schedule is intended to ensure the Proposers understanding of the critical milestones and how the services will be delivered. All schedule information to be used in this evaluation will be as stated in the proposal. The proposals will be reviewed to verify that the proposed schedule is consistent with the implementation activities described in the proposal and the Proposer's work plans.

Review of the Proposer's detailed schedule data will be used to confirm the transition plan and ability to meet implementation schedule estimates as represented in the proposal.

(5) Operations, Equipment and Facility – 20 Points

The purpose of the operations, equipment and facility evaluation factor is to verify that the Proposer can meet the proposed performance specifications and criteria on a long-term basis.

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Operations evaluation factors will include without limitation:

- Experience of the MRF operator;
- Review of the Proposer's performance of similar services;
- Staffing Plan for proposed facility;
- Working Conditions Commitment;
- Commitments to labor peace and how the Proposer will protect against labor discord during the term of the Agreement;
- Previous history as an employer; and
- Previous labor relations history.

Equipment evaluation factors will include without limitation:

- Review of the Proposer's detailed design and technical support data to confirm the performance predictions as represented in the proposal;
- Overall schematic system design and integration of the separate elements of the system;
- Demonstrated technical feasibility of equipment;
- Processing data collection, analysis and reporting;
- Quality and effectiveness of processing technology and equipment used to sort incoming material to increase quantity of marketable products and reduce the amount of residuals; and
- Ability to process current single stream material, including glass.

Facility evaluation factors will include without limitation:

- Capacity of proposed facility to process minimum recycling tonnage based on volume and square footage, and ability to expand;
- Accessibility and convenience of proposed facility's location;
- Adequate entrances, exits and unloading area (height and width) to ensure timely and efficient unloading of City deliveries;
- Maintenance plan for facility and equipment;
- Hours of operation and ability to meet the City's holiday schedules; and
- Location of scales in relation to the facility.

C. Financial Capability and Capacity:

- i. In order to demonstrate access to equity capital and financing resources to carry out the proposed project, each proposal must provide the information listed below: [Note: The City recognizes that under certain circumstances, this information could be construed as proprietary and sensitive. Therefore, the City will treat this portion of the submission as proprietary, to the extent that it is not already public and to the extent allowed by law. As such, information considered by the Proposer to be proprietary, should be stamped "PROPRIETARY" in all capital letters on each page and submitted in a separate sealed envelope attached to the RFP submission.]

- (1) Audited Financial Statements: Audited Financial Statements for the last three years, including cash flow statements and balance sheets and, if publicly

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- (2) Financing Commitment History: Recent history (last three years) in obtaining financing commitments including the type of project, financing source(s), amounts committed, etc.
- (3) Sources of Debt and Equity Capital: The identity and description of the specific sources of debt and equity capital. Provide detail of subsidiary and parent entity if applicable. Specify payment terms of outstanding debt payments summarized by year.
- (4) List any available credit lines.
- (5) Pending Projects: A listing and description of all pending projects under enforceable funded contracts, including status, development schedule and financial commitment required of the Proposer. Also provide a description of the project financing method, sources and amounts and indicate any working relationship on other projects with members of the development team proposed for the SSMRF project.
- (6) Funding Source Action: A discussion of whether any funding sources or financial institutions have threatened to take or have taken any adverse action against the Proposer or joint venture partner, such as terminating or restricting the use of funds, anytime during the past five years.
- (7) Legal Action: A description of any pending or past legal action against Proposer, its principals and associates within the last five years including, but not limited to, legal action resulting from charges of financial misconduct or impropriety against the Proposer, its principals or associates. Additionally, provide a description of all notices of termination and claims of damage received on all projects within the last five years. Describe all claims on performance and payment bonds received by Proposer, its principals and associates within the last five years.
- (8) Bonding Capacity: A description of Proposer's bonding capacity and any claims of default or termination within the last five years. The response to this requirement should be Part XX of the proposal. Please see Section 0600, Proposal Preparation Instructions and Evaluation Factors.
- (9) Dun and Bradstreet Report: A description of the Proposer's bonding capacity and credit rating within the last three years.
- (10) Letter(s) of intent or commitment from Proposer's lending institution or equity provider.

5. **TERM OF CONTRACT**

- A. A contract awarded in response to this RFP will be for the most cost effective and advantageous plan/option for the City.

6. **PROPOSAL CHECKLIST:** (see RFP Cover Sheet)

- A. Proposer is expected to examine this RFP carefully, understand the terms and conditions for

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providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE PROPOSER'S PROPOSAL BEING DEEMED NON-RESPONSIVE. Mandatory Procedural Documentation and Submittals:

- i. In order to proceed beyond City staff review, each proposal must contain the following properly executed documents:
 - (1) Offer Sheet: (See RFP Cover Sheet.)
 - (2) Non-Discrimination Certification: (See Section 0800.)
 - (3) Non-Suspension or Debarment Certification: (See Section 0805.)
 - (4) Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying: (See Section 0810.)
 - (5) Bid Guaranty: (See Section 0400.5)
 - (6) Acknowledgement: Each Proposer must acknowledge receipt of the RFP and all addenda thereto in writing.

7. ADDENDUM

- A. Addendum to this RFP may be posted on the City's website at <http://www.ci.austin.tx.us/purchase>. It is the Proposer's responsibility to review this site and ascertain whether any addendum have been made prior to submission of a proposal.

8. SUBMISSION OF PROPOSALS

- A. See response Cover Sheet for address, time and submittal requirements.
- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three- ring, minimum 2 inch binder. Font size shall be no less than 12 point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in item 1 - Proposal Format of this section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be proprietary by Proposer should be clearly noted on the page(s) where proprietary information is contained.

9. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. The City reserves the right to award one, more than one or no Contract(s) in response to this RFP. The Contract, if awarded, will be awarded to the Proposer(s) whose Proposal(s) is deemed most advantageous to the City, as determined by the selection committee, upon approval of the City Council. The City reserves the right to waive informalities and

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irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

- B. The City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the City. However, final selection of a Proposer is subject to City Council approval. This RFP does not commit the City to enter into a Contract, award any services related to this RFP, nor does it obligate the City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract. Assignment of this Contract requires approval by the Austin City Council.
- C. If selected, Proposer will be required to comply with the Insurance and Indemnity Requirements established herein. Proposer will also be required to comply with all terms of the Contract established herein as expressed in the final contract document.
- D. No work shall commence until the Contract is signed by the City and Proposer(s) provides the necessary evidence of insurance and Performance Bond as required in this RFP and the Contract. Contract documents are not binding on the City until approved by the City Attorney. In the event parties cannot finalize negotiations and execute a contract in a timely manner in order to commence services concomitant with execution of contract, the City reserves the right to terminate negotiations with the selected Proposer at any time and commence negotiations with another Proposer.
- E. **Conflicts of Interest:** Proposer acknowledges that it is informed that the City of Austin and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City -owned utilities. Proposer is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- F. **Independent Contractor:** Proposer agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that the City shall in no way be responsible for Proposer's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

10. **ADDITIONAL INFORMATION AND SCHEDULE OF EVENTS**

- A. **Proposal:** More than one proposal will be allowed per Proposer.
- B. **Pre-Proposal Conference:**
 - i. Pre-Proposal Conference will be held at the City of Austin, CITY HALL, COUNCIL CHAMBERS, 301 W. 2ND STREET, ROOM 1001, AUSTIN, TX 78701, on DECEMBER 4, 2009 at 10:00 AM. Proposers must prepare and submit their questions in writing by November 30, 2009 in order to expedite the proceedings.
- C. **Written Questions:** The City will accept all requests for explanation or clarification through written questions from potential Proposers. Those questions will be accepted until close of business on NOVEMBER 30, 2009. Questions should be faxed to the attention of ROY RIVERS at (512) 974-2388 or e-mailed to: Roy.Rivers@ci.austin.tx.us.
- D. **RFP Solicitation Schedule:**

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
REQUEST FOR PROPOSAL NO. RDR0005**

- i. The City intends to proceed using the following schedule. However, the City reserves the right to amend the schedule as it sees fit.

Activity	Date
RFP Advertisement	November 16, 2009
Deadline to submit questions	November 30, 2009, 5:00 p.m.
Pre-proposal meeting, City Hall Council Chambers.....	December 4, 2009, 10:00 a.m.
Proposals due.....	January 5, 2010, 12:30 p.m.
Council Presentations of short-listed Proposals.....	February 2010
Council consideration – negotiation only.....	March 2010
Council consideration – contract execution.....	June 2010

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: RDR0005

OFFEROR'S NAME: _____ **DATE:** _____

The Offeror shall furnish, with the Offer, the following information, for at least two recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. RDR0005

I hereby certify that our firm conforms to the City Code, TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors, § 5-4-2, Discriminatory Employment Practices Prohibited as reiterated below:

The Contractor has agreed:

- (1) Not to engage in any discriminatory employment practice defined in Chapter 5-4;
- (2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in Chapter 5-4. Such affirmative action shall include, but not be limited to, employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment;
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provision of Chapter 5-4;
- (4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age;
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the Contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in Chapter 5-4 and to take affirmative action to implement the policies and provisions of that Chapter;
- (6) To cooperate fully with the City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practice is being carried out; and
- (7) To require that all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined Chapter 5-4.

Contractor's Name:

Signature of Officer
or Authorized
Representative:

Date:

Printed Name:

Title

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. RDR0005

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Signature of Officer
or Authorized
Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RDR0005**

**FOR
Recycling Services**

State of Texas

County of Travis

The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. RDR0005

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: _____

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____ Date: _____

Printed Name: _____

Title _____



Minority-owned and Women-owned Business Enterprise Procurement Program Compliance Statement of Utilization

The City will implement one of the following requirements:

A) In the event that the City partners with a Developer who funds, manages, and constructs the facility, the Proposer will be required to adhere to City Council Resolution 20071108-127 by meeting MBE/WBE participation goals or demonstrating a good faith effort to meet the goals in the design and construction of the facility. The Successful Proposer will be required to meet the annual, ethnic-specific design and construction goals contained in City Code Chapter 2-9(A) and 2-9(B), respectively, or demonstrate a good faith effort to meet the goals.

The City's Small and Minority Business Resources Department ("SMBR") is available to assist the Successful Proposer in identifying certified minority-owned and women-owned firms to meet the participation goals. SMBR will provide a list of certified firms to the Successful Proposer from which the Successful Proposer can solicit participation in the design and construction of improvements. SMBR is also available to assist the Successful Proposer in scheduling outreach meetings with MBE/WBE firms prior to the time that the Successful Proposer begins the design and construction phases of the redevelopment.

The Successful Proposer will also be required to provide monthly reports on progress toward meeting the MBE/WBE participation goals on forms to be provided by the City. The Successful Proposer may be required to provide periodic reports to the City's MBE/WBE and Small Business Advisory Committee regarding M/WBE participation.

B) In the event that the Proposer will fund, own, and manage the facility on privately-owned land, neither City Council Resolution No. 20071108-127 nor City Code Chapters 2-9(A) and Chapter 2-9(B) will apply.

I understand and agree that this MBE/WBE Form shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

REQUEST FOR PROPOSAL NUMBER: RDR0005

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive RFP's may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 92677

DESCRIPTION: Recycling Services

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized
Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
PURCHASING OFFICE
ATTACHMENT A
PRICING SCHEDULE INSTRUCTIONS
REQUEST FOR PROPOSAL NO. RDR0005**

1. The floor/escalator price (or approved alternate pricing model) shall apply to all contract terms including all of the extension option(s).
2. Indicate in dollars per ton the floor/escalator price to be paid to the City for each recyclable commodity, as applicable.
3. Indicate the percentage of market price to be paid to the City for each recyclable commodity.
4. Indicate in dollars per ton the processing fee that Proposer would charge to the City to provide all services for each recyclable commodity.
5. Indicate the estimated payment to the City.

Example of Pricing Calculation based on Market Price of \$60.00

Recyclable Commodity	Estimated Annual Tons	Floor Price (\$ per ton)	Percent of Market Price	Processing Fee (\$ per ton)	Payment to CITY Estimated Total
ONP	15,000	\$60.00	70%	\$0.00	(15,000 X \$60.00 X 70%) = \$630,000.00

**CITY OF AUSTIN
PURCHASING OFFICE
ATTACHMENT A
PRICING SCHEDULE
REQUEST FOR PROPOSAL NO. RDR0005**

Proposer's Contract Term(s): _____

Recyclable Commodity	Estimated Annual Tons	Floor Price (\$ per ton)	Percent of Market Price	Processing Fee (\$ per ton)	Payment to CITY Estimated Total
ONP (7/8)	30,085				
OCC (11)	5,055				
Mixed Paper	208				
UBC	546				
Tin, Steel, Bi-Metal	1,062				
NHDPE	462				
CHDPE	655				
PETE	1,606				
PVC #3	173				
LDPE #4	173				
PP #5	173				
PS #6	173				
Plastic, Other #7	173				
Glass, Amber	3,944				
Glass, Flint	3,944				
Glass, Green	2,354				
Refuse Derived Fuel (RDF)	3,509				
Residual Material Legally Disposed					
TOTAL	54,988				

**CITY OF AUSTIN
PURCHASING OFFICE
ATTACHMENT B
TRANSPORATATION COST FORM
REQUEST FOR PROPOSAL NO. RDR0005**

Proposer's Transportation Services Contract Term(s) (if applicable): _____

Estimated Monthly Tons		Price Per Ton (to remain fixed for initial 12 months)		Estimated Price Per Month				Estimated Total Annual Cost for Transportation
4,500	X		=		X	12	=	

(see Scope of Services – Section I Transportation)

**CITY OF AUSTIN
PURCHASING OFFICE
ATTACHMENT C
CURRENT HOLIDAY COLLECTION SCHEDULE
REQUEST FOR PROPOSAL NO. RDR0005**

Holiday 'Slide' Schedule

Recycling, Garbage, and Yard Trimmings collection 'slides' to one day later during the week if the regular collection day falls on or after the holidays listed below.

- **Thanksgiving Day**
- **Christmas Day**
- **New Year's Day**

Regular Collection occurs as scheduled on all other holidays.

**CITY OF AUSTIN
PURCHASING OFFICE
ATTACHMENT D
SAFETY PROGRAM INFORMATION
REQUEST FOR PROPOSAL NO. RDR0005**

The proposer shall provide the following information:

Description	2004	2005	2006	2007	2008
Max. & Avg. Number of Employees:	M	M	M	M	M
	A	A	A	A	A
Proposer, entity or firm total Number of Hours Worked:					
Number of Employee Safety Suggestions Received & Implemented:	R	R	R	R	R
	I	I	I	I	I
Total Number of Near Misses, Hazardous Behaviors and Hazardous Conditions Reported/Corrected:	R	R	R	R	R
	C	C	C	C	C
Number of Safety Procedures or Safe Work Practices Written or Revised:					
Number of Safety Training Hours Offered to Line Personnel & Number of Employees Who Attended:	H	H	H	H	H
	E	E	E	E	E
Number of Safety Training Hours Offered to Supervisors & Number of Employees Who Attended:	H	H	H	H	H
	E	E	E	E	E
Number of Safety Training Hours Offered to Management & Number of Employees Who Attended:	H	H	H	H	H
	E	E	E	E	E
Workers' Compensation Insurance EMR:					
Number of Work Related Fatalities:					
Number of OSHA Recordable Incidents:					
Number of OSHA Lost Day Cases:					
Total Actual Cost of Work Related Injuries & Illnesses Paid Out of Pocket, by WC Insurance, or Other Source:	\$	\$	\$	\$	\$
Number of OSHA (or any other government Agency) Citations or Notices of Violation Issued to Proposer for Safety Related Issues:					

**CITY OF AUSTIN
PURCHASING OFFICE
ATTACHMENT E
FM 812 LANDFILL EXISTING SITE DESCRIPTION
REQUEST FOR PROPOSAL NO. RDR0005**

COA has selected an approximately 39.6-acre tract of undeveloped land within the existing City-owned FM 812 Landfill site for the development of the SSMRF. The FM 812 Landfill site is approximately 385 acres and is located at 10108 FM 812, Travis County, Texas. The landfill, which had been in operation by the COA since 1961, was permitted as a Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Type I Landfill (Permit No. 360-A) and accepted municipal solid waste until 2000. After 2000, the landfill has operated as a Type IV facility and has accepted construction and demolition debris. In May 2006, the landfill ceased accepting waste from the public and is currently in the process of closure. The recycling drop-off center, located at the landfill, which accepts appliances for recycling, will continue to operate and will continue to be open to the public. The cart maintenance facility at the landfill will continue to be operated there.

The FM 812 Landfill property generally drains to the south and west to several different outfalls along the property boundary. The landscape varies in elevation from approximately 470 feet (ft) mean sea level (msl) to 570 ft msl with portions of the site being active and inactive landfilled cells, borrow areas and undisturbed areas. Land cover throughout the property is generally vegetated except where active operations, unpaved roads and structures exist. The approximately 39.6-acre SSMRF site is entirely vegetated and situated on undisturbed soil. It is currently being used for temporary storage of approximately 200,000 cubic yards of soil being used to cap the existing landfill cells. At the end of the Landfill closure project, approximately 100,000 cubic yards of soil will remain. In general, the 36.6-acre tract of land has relatively gentle slopes of about one to five percent.

No waste has been disposed within the 39.6-acre tract. Since the tract is located within a permitted landfill facility, there will be a need to verify and document that this is the case and to protect the constructed facilities from potential of landfill gas migration and accumulation in occupied spaces. The landfill permit and the FAA do not allow for the disposal and processing of organic material on this site.

Field Notes

BEING 39.619 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF THE GARNER MAYS SURVEY NO. 501 AND THE J. BITTICK SURVEY NO. 500 IN TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN 293.94 ACRE TRACT OF LAND CONVEYED TO CITY OF AUSTIN, TEXAS, BY FINAL JUDGEMENT EXECUTED ON SEPTEMBER 30, 1988 AND FILED FOR RECORD ON JULY 3, 2001, RECORDED IN DOCUMENT NO. 2001108909 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 39.619 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING at a 1/2 inch iron pipe found in the curving northwesterly right-of-way line of F.M. 973 (R.O.W. varies), same being a southerly corner of said 293.94 acre tract and the most easterly corner of a 0.941 acre tract of land conveyed to City of Austin by deed recorded in Volume 8535, Page 382 of the Deed Records of Travis County, Texas, thence as follows;

Along said curve, to the left, having a radius of 1095.92 feet, an angle of intersection of 16°00'22", an arc length of 306.16 feet, and a chord bearing North 35°57'39" East, a distance of 305.16 feet, to a concrete monument found at the endpoint of said curve;

North 27°45'02" East, a distance of 854.14 feet, to a calculated point;

North 62°14'58" West, a distance of 33.12 feet, leaving the northwesterly right-of-way line of F.M. 973 and a southeasterly line of said 293.94 acre tract, crossing said 293.94 acre tract, to a 5/8 inch iron rod with MWM cap set for the Point of Beginning and the most southerly corner of the herein described tract of land, having Texas State Plane Coordinate (Texas Central Zone, NAD 83 (93) (HARN), US Feet, Combined Scale Factor 0.99996) values of N=10030765.20 and E=3139116.09;

1) THENCE, North 78°12'05" West, a distance of 1577.86 feet, to a 5/8 inch iron rod with MWM cap set for the most westerly corner of the herein described tract of land;

2) THENCE, North 29°58'14" East, a distance of 365.52 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

3) THENCE, North 27°01'05" East, a distance of 333.83 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

4) THENCE, North 22°24'49" East, a distance of 696.94 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

5) THENCE, North 23°11'30" East, a distance of 223.87 feet, to a 5/8 inch iron rod with MWM cap set for the most northerly corner of the herein described tract of land;

6) THENCE, South 80°30'39" East, a distance of 755.81 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

7) THENCE, South 63°27'47" East, a distance of 170.55 feet, to a 5/8 inch iron rod with MWM cap set for a northeasterly corner of the herein described tract of land;

8) THENCE, South 26°15'51" West, a distance of 357.77 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

9) THENCE, South 26°19'16" West, a distance of 434.50 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

10) THENCE, South 03°03'40" West, a distance of 255.00 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

11) THENCE, South 49°14'33" East, a distance of 184.38 feet, to a 5/8 inch iron rod with MWM cap set for an angle point hereof;

12) THENCE, South 61°35'11" East, a distance of 392.22 feet, to a 5/8 inch iron rod with MWM cap set for the most easterly corner of the herein described tract of land, from which a concrete monument found at an angle point in the northwesterly right-of-way line of F.M. 973 and a southeasterly line of said 293.94 acre tract bears South 62°14'58 East, a distance of 36.23 feet, and North 27°45'02" East, a distance of 1968.42 feet;

13) THENCE, South 27°14'49" West, a distance of 353.20 feet, to the Point of Beginning and containing an area of 39.619 acres of land, more or less.

Eduardo O. Mendez

Eduardo O. Mendez
Registered Professional Land Surveyor 5010

3/21/08
Date



MWM DesignGroup
Chevy Chase One
7700 Chevy Chase Drive, Suite 100
Austin, Texas, 78752
(512) 453-0767

Bearing Basis: The grid coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD 83(93 HARN) datum. These coordinates were established from monuments set by McGray & McGray Landsurveyors, Inc. The coordinates shown were adjusted to grid values. Combined scale factor = 0.99996.

TCAD No.: 03312106110
CITY GRID No. M12-2, M13-2, N13-4

ELECTRIC UTILITY EASEMENT
DOC 2004096722
OPRTCT

CITY OF AUSTIN
(293.94 AC)
DOC 2001108909
OPRTCT

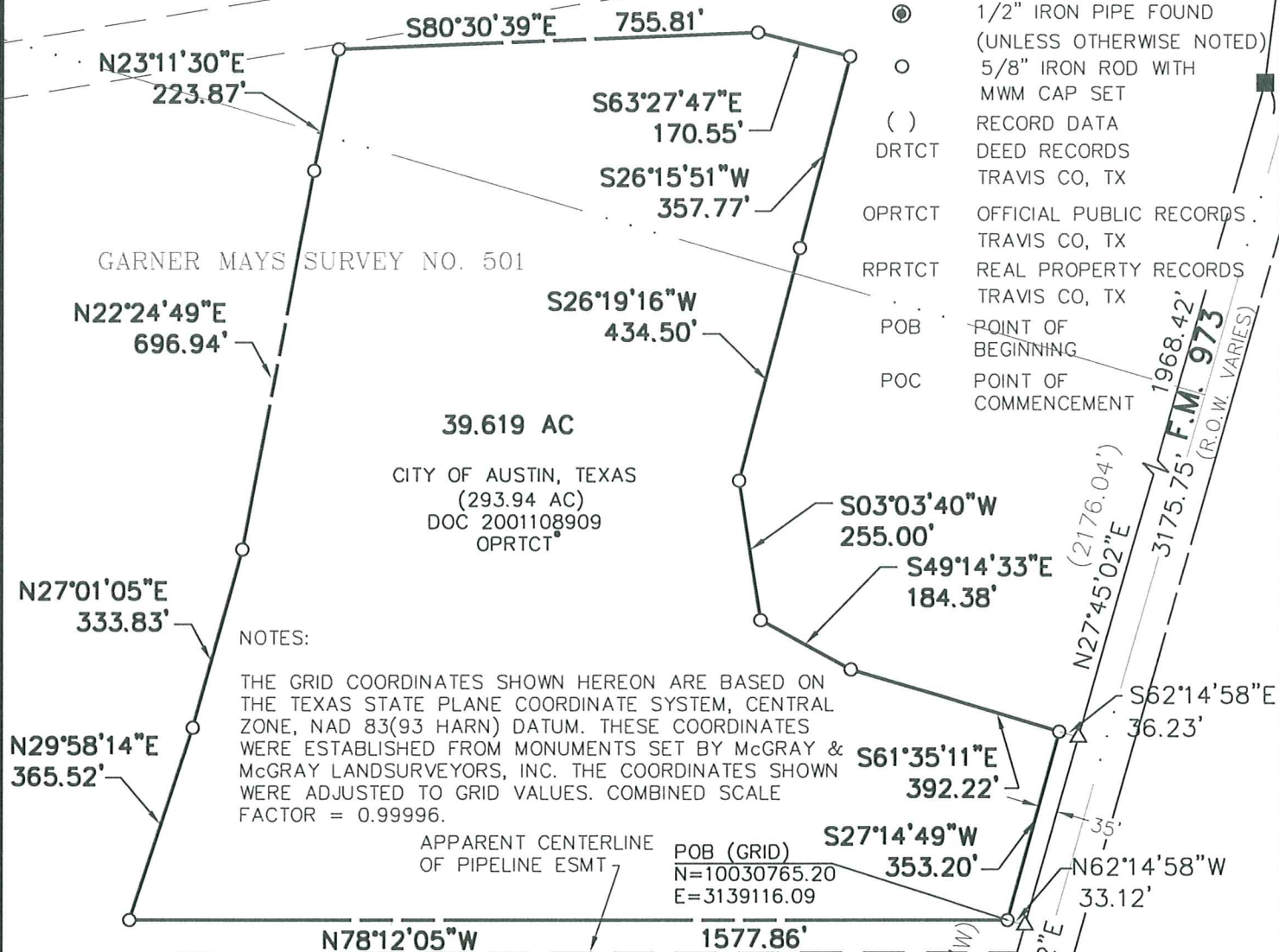
L.C.R.A. TRANSMISSION AND DISTRIBUTION
EASEMENT AND RIGHT-OF-WAY
VOL. 649, PG. 604
DRTCT

J. BITTICK SURVEY NO. 500

SCALE: 1"=300'

LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- CONCRETE MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND
(UNLESS OTHERWISE NOTED)
- 5/8" IRON ROD WITH
MWM CAP SET
- () RECORD DATA
- DRTCT DEED RECORDS
TRAVIS CO, TX
- OPRTCT OFFICIAL PUBLIC RECORDS
TRAVIS CO, TX
- RPRTCT REAL PROPERTY RECORDS
TRAVIS CO, TX
- POB POINT OF
BEGINNING
- POC POINT OF
COMMENCEMENT



NOTES:

THE GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(93 HARN) DATUM. THESE COORDINATES WERE ESTABLISHED FROM MONUMENTS SET BY McGRAY & McGRAY LANDSURVEYORS, INC. THE COORDINATES SHOWN WERE ADJUSTED TO GRID VALUES. COMBINED SCALE FACTOR = 0.99996.

APPARENT CENTERLINE
OF PIPELINE ESMT

POB (GRID)
N=10030765.20
E=3139116.09

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1095.92'	16°00'22"	306.16'	N35°57'39"E	305.16'
(C1)	(1095.92')	(31°13'48")	(306.39')	(S37°57'35"W)	(305.39')

THE FOLLOWING EASEMENTS IDENTIFIED IN THE TITLE REPORT PREPARED BY TEXAS AMERICAN TITLE COMPANY OF AUSTIN, CERTIFICATE NUMBER: 9501-08-1001 ARE BLANKET IN NATURE AND AFFECT THE SURVEY AREA:

A. PIPELINE AND TELEPHONE LINE EASEMENT TO SHELL PIPE LINE CORPORATION, RECORDED IN VOLUME 429, PAGE 630 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS

H. PIPELINE EASEMENT TO HUMBLE PIPE LINE CORPORATION, RECORDED IN VOLUME 1021, PAGE 100 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS

CITY OF AUSTIN
(0.941 AC)
VOL. 8535, PG. 382
DRTCT

F.M. 812
(R.O.W. VARIES)



mwm
DesignGroup

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SKETCH TO ACCOMPANY
FIELD NOTES

TRAVIS COUNTY, TEXAS

DATE: 21 MAR 08
JOB NO: 50401
FILE: PARCEL.DWG

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3 OF 3

FIELD NOTES

INSTRUMENT SETUP

Instrument point: 1 10000.000 10000.000 IRS
Backsight point: 1 10000.000 10000.000 IRS
Backsight Bearing: N 00°00'00.0" E Distance: 0.000
Remarks: POB

TYPE	FROM	TO	DIRECTION	DISTANCE	NORTHING	EASTING
TRAV	1	2	N 78°12'05.0" W	1577.860	10322.629	8455.476
TRAV	2	3	N 29°58'14.0" E	365.520	10639.272	8638.074
TRAV	3	4	N 27°01'05.0" E	333.830	10936.669	8789.723
TRAV	4	5	N 22°24'49.0" E	696.940	11580.959	9055.459
TRAV	5	6	N 23°11'30.0" E	223.870	11786.739	9143.621
TRAV	6	7	S 80°30'39.0" E	755.810	11662.135	9889.089
TRAV	7	8	S 63°27'47.0" E	170.550	11585.938	10041.671
TRAV	8	9	S 26°15'51.0" W	357.770	11265.103	9883.354
TRAV	9	10	S 26°19'16.0" W	434.500	10875.650	9690.696
TRAV	10	11	S 03°03'40.0" W	255.000	10621.014	9677.079
TRAV	11	12	S 49°14'33.0" E	184.380	10500.640	9816.743
TRAV	12	13	S 61°35'11.0" E	392.220	10314.009	10161.715
TRAV	13	14	S 27°14'49.0" W	353.200	9999.999	10000.010

Closure

Closing line: N 85°32'15.9" W 0.010 from 14 to 1
Latitude (N): 0.001 Perimeter: 6101.450
Departure (E): -0.010 Error of Closure: 1:589087

Area: 1725800.492 Square feet 39.6189 Acres

SKETCH

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TRV 1
N 10030981.15
E 3136625.21
IRFC

NOTES:

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(93 HARN) DATUM. THESE COORDINATES WERE ESTABLISHED FROM MONUMENTS SET BY MCGRAY & MCGRAY LANDSURVEYORS, INC. THE COORDINATES SHOWN WERE ADJUSTED TO SURFACE VALUES. COMBINED SCALE FACTOR = 1.00004.

BENCHMARKS:

BM: BRASS DISK AT BASE OF LCRA TRANSMISSION POLE
APPROX. 980' W OF CL FM 973.
ELEVATION = 541.47

BM 1: "L" CUT ON SW CORNER OF CONC. MONITOR WELL BASE
APPROX. 55' W OF CL FM 973 AND APPROX. 470' N OF
LONGHORN PIPELINE MARKER.
ELEVATION = 555.15

BM 2: SPINDLE IN PP ON E SIDE OF ENTRANCE ROAD APPROX.
35.5' S OF LONGHORN PIPELINE MARKER.
ELEVATION = 554.72

THE FOLLOWING EASEMENTS IDENTIFIED IN THE TITLE REPORT PREPARED BY TEXAS AMERICAN TITLE COMPANY OF AUSTIN, CERTIFICATE NUMBER 9501-08-1001 ARE BLANKET IN NATURE AND AFFECT THE SURVEY AREA:

A. PIPELINE AND TELEPHONE LINE EASEMENT TO SHELL PIPE LINE CORPORATION, RECORDED IN VOLUME 429, PAGE 630 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

H. PIPELINE EASEMENT TO HUMBLE PIPE LINE CORPORATION, RECORDED IN VOLUME 1021, PAGE 100 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

RESEARCH AND LOCATION OF UNDERGROUND UTILITIES IS NOT A PART OF THIS SURVEY EXCEPT FOR 8" CAST IRON WATERLINE IN FM 973 R.O.W.

NOTE 1: UTILITY LOCATION FROM RECORD DATA ONLY.

LEGEND

- IRON ROD FOUND
- IRFC IRON ROD WITH CAP FOUND
- IRON PIPE FOUND
- IRON ROD WITH MWM CAP SET
- MONUMENT
- BENCHMARK
- CONTROL POINT
- STEEL POST
- GAS LINE MARKER
- LONGHORN PIPELINE MARKER
- TELEPHONE LINE MARKER
- POWER POLE
- DOWN GUY
- ELECTRIC PULL BOX
- TELEPHONE BOX
- SIGN
- WATER LINE
- OVERHEAD UTILITY LINE
- ASPHALT PAVING
- OPRTCT OFFICIAL PUBLIC RECORDS, TRAVIS CO, TX
- DRCTCT DEED RECORDS, TRAVIS CO, TX

